



## CLIENT SERVICE CONTRACT

### SAMPLE VISITATION CONTRACT

#### EXHIBIT D

This Contract is between the State of Washington Department of Social and Health Services (DSHS) and the Contractor identified below.				DSHS Contract Number:	
				Resulting From Solicitation Number:	
				Program Contract Number:	
				Contractor Contract Number:	
CONTRACTOR NAME			CONTRACTOR doing business as (DBA)		
CONTRACTOR ADDRESS			WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI)		DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX		CONTRACTOR E-MAIL ADDRESS	
DSHS ADMINISTRATION  Children's Administration	DSHS DIVISION  Division of Children and Family Services			DSHS CONTRACT CODE	
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS			
DSHS CONTACT TELEPHONE		DSHS CONTACT FAX		DSHS CONTACT E-MAIL ADDRESS	
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?			CFDA NUMBER(S)		
CONTRACT START DATE		CONTRACT END DATE		CONTRACT MAXIMUM AMOUNT	
<p><b>EXHIBITS. When the box below is marked with an X, the following Exhibits are attached and are incorporated into this Contract by reference:</b></p> <p><input checked="" type="checkbox"/> Exhibits (specify):      <b>Exhibit A - Statement of Work</b>           <b>Exhibit B - Program Requirements</b>           <b>Exhibit C - Required Forms</b></p>					
<p>This Contract contains all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties. The parties signing below warrant that they have read and understand this Contract and have authority to enter into this Contract.</p>					
CONTRACTOR SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	
DSHS SIGNATURE		PRINTED NAME AND TITLE		DATE SIGNED	

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- a. "Abuse of Client" means the injury, sexual abuse or exploitation, negligent treatment or maltreatment of a client by any person under circumstances which indicate that the client's health, welfare or safety is harmed thereby.
  - b. "Agency" means a public or private agency or other organization providing services to DSHS clients.
  - c. "Authorized" means approved by a DSHS social worker as evidenced by receipt of an SSPS Social Services notice or other written notice.
  - d. "CA" means Children's Administration, which is an Administration under DSHS.
  - e. "Central Contract Services" means the DSHS Office of Legal Affairs, Central Contract Services, or successor section or office.
  - f. "Client" means any child or adult who is authorized to receive services by DSHS.
  - g. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
  - h. "Contracting Officer" means the Contracts Administrator, or successor, of DSHS Central Contract Services or successor section or office.
  - i. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents.
  - j. "Corporal Punishment" means any act that willfully inflicts or causes the infliction of physical pain on a child.
  - k. "DCFS" means the Division of Children and Family Services, which is a division of Children's Administration.
  - l. "DLR" means the Division of Licensed Resources, which is a division of Children's Administration.
  - m. "DSHS" or "the department" or "the Department" means the State of Washington Department of Social and Health Services and its employees and authorized agents.
  - n. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name,

health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.

- o. "PCV" means Parent Child Visitation.
- p. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. RCW can be accessed at <http://www.leg.wa.gov/rcw/index.cfm>
- q. "Regional PCV Gatekeeper" means regional staff designated by the DCFS Regional Administrator or designee to manage or oversee the PCV Program for the region.
- r. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
- s. "SSPS" means the DSHS Social Service Payment System, the service authorization and payment system used by DSHS for this Contract.
- t. "Staffings" means formal or informal meetings of two or more DCFS or professional staff, consultants, parent, or others to review, discuss, or make decisions concerning a client or case.
- u. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
- v. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. WAC can be accessed at <http://www.leg.wa.gov/wac/>.

## **2. Purpose of Contract.**

The purpose of this Contract is to provide services that facilitate and support parent-child visitation for children in the temporary custody of DSHS/CA for the purpose of reunification of the parent(s) and child. Services provided may include transportation of the child to the scheduled visit with the parent(s).

## **3. Statement of Work.**

- a. The Contractor shall provide services as described in the attached Exhibit(s) to all participants whom DSHS refers to the Contractor.
- b. This Contract shall supersede any previous contract between DSHS and the Contractor and any previous contract for these services.

#### 4. Compensation.

The total amount payable to the Contractor for satisfactory performance of work completed under this Contract shall not exceed the Contract Maximum Amount shown on page one of this Contract, to be paid in accordance with the fee schedules set out in the attached Exhibit(s)

DSHS will pay the Contractor on the basis of the total number of hours spent, and not by the number of children served, in accordance with the regional rate(s) in effect at the time the services are provided per that region's current regional published rate schedules, as follows:

##### a. Supervision/Monitoring Time: Hourly Rate for Direct Client Time

- (1) Direct Client Time: The time spent supervising or monitoring visits as described in the Statement of Work, Exhibit A. Direct client time for Monitored Visits shall mean the entire time the service worker is on site during the parent-child visit.
- (2) Direct client time does not include time spent for administrative tasks, such as time spent scheduling visits, completing forms or reports required under this Contract, or completing other paper work or tasks related to performing this Contract. Administrative tasks are considered as support of parent-child visits. Administrative support is included in the hourly rate.

##### b. Transportation Time: Separate Hourly Rate for Transportation Time

- (1) Transportation Time: Round trip time to and from the child's current residence or other agreed upon location, to the location of the parent-child visit.
- (2) Allowable travel time is portal to portal. Travel time shall be calculated as the shortest distance from the service worker's residence, Contractor's place of business, or the county line, whichever is the shortest distance.
- (3) No reimbursement for travel shall be paid for travel between the service worker's residence and the Contractor's place of business. If the Contractor does not have a place of business in the DSHS region served, allowable travel time shall be delineated in the Regional Protocol. No reimbursement for travel shall be paid outside the county where services are provided without written approval from the Regional PCV Gatekeeper, or designee.

##### c. Cancellations or Missed Appointments

- (1) Confirmed Visit: A visit that is confirmed by all parties within at least 24 hours before the scheduled visit. Per the Statement of Work, the Contractor is responsible for confirming the first scheduled visit at least 24 hours in advance of the visit with all parties, and for confirming a later visit if the client was a "no show" at the previous scheduled visit.
- (2) Client Cancellations or Missed Appointments for confirmed visits:

- (a) Advance Cancellation: Payment for one (1) hour when a client cancels a confirmed visit with less than 24-hour notice. DSHS will only pay the Contractor for up to three (3) cancellations of confirmed visits per client, unless DSHS re-authorizes services.
- (b) Missed Appointment: Payment for actual time spent, not to exceed two (2) hours, and mileage if a parent fails to appear for a confirmed scheduled visit, except as approved by the Regional PCV Gatekeeper or designee. DSHS will only pay the Contractor for up to three (3) missed appointments of confirmed visits per client, unless DSHS re-authorizes services.

**d. Court Testimony**

- (1) Court testimony is not reimbursable under this Contract when requested by or subpoenaed by someone other than DSHS. However, this does not preclude the Contractor from seeking reimbursement from the party who subpoenaed or requested the testimony or court appearance.
- (2) Court testimony is reimbursable as a service provided under this Contract only when requested by DSHS, which request must be in writing, as specified in the Statement of Work attached as Exhibit A.

**e. Mileage and Ancillary Costs**

- (1) Mileage and ancillary costs shall be paid in accordance with current rates and regulations set by the Washington State Office of Financial Management.
- (2) Allowable mileage is portal to portal. Mileage shall be calculated as the shortest distance from the service worker's residence, Contractor's place of business, or the county line, whichever is the shortest distance. No reimbursement for travel shall be paid for travel between the service worker's residence and the Contractor's place of business. If the Contractor does not have a place of business in the DSHS region served, allowable mileage shall be delineated in the Regional Protocol.

**f. Vendor Rate Increase**

In the event of a legislatively mandated general cost of living vendor rate increase, the rates shall be adjusted accordingly and shall be incorporated into this Contract on the date the rate(s) become effective. Vendor rate increases that are not a general cost of living increase shall be tied to increased minimum expectations for service.

**5. Billing and Payment.**

- a. The Contractor shall render an invoice not more than monthly for services performed under this Contract on Invoice Voucher A-19 or other regional approved invoice, prepared in the manner prescribed by DSHS.

- b. The voucher shall clearly indicate that it is "FOR SERVICES RENDERED IN PERFORMANCE UNDER DSHS CONTRACT NO. \_\_\_\_\_ FOR THE MONTH OF \_\_\_\_\_."
- c. The Contractor shall bill for each month of service on a separate A-19. The A-19 shall state the month services were provided.
- d. The Contractor shall submit with each invoice the "Driver/Supervisor: Weekly Visitation and Transportation Billing Log", per attached Exhibit A, which documents Contractor's invoice to claim reimbursement for the month billed. The log shall track actual time to the tenth of one hour:

Minutes	Hour (in Tenths)
1 – 6	0.1
7 - 12	0.2
13 - 18	0.3
19 - 24	0.4
25 - 30	0.5
31 - 36	0.6
37 - 42	0.7
43 - 48	0.8
49 – 54	0.9
55 - 60	hour

The Contractor shall round up the cumulative total for the month to the nearest hour.

- e. Claims for payment submitted by the Contractor shall be paid by DSHS if received by DSHS no later than sixty (60) days from the date services were rendered.
- f. A payment will be generated at the end of the month in which an invoice is submitted.
- g. DSHS may withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. DSHS may stop payment to the Contractor if reports required under this Contract are not received within 10 working days following the due date.

## 6. Authorization of Services

- a. DCFS shall have sole responsibility for authorizing services. All authorizations must be initiated in writing by DCFS and signed by the referring social worker.
- b. DCFS shall request services from the Contractor on an as needed basis. This Contract does not obligate DCFS to authorize services from the Contractor.

**7. Funding Stipulations**

- a. Information for Federal Funding. The Contractor shall cooperate in supplying information to DSHS to determine client's eligibility for federal funding.
- b. Duplicate Billing. The Contractor must not bill other funding sources for services rendered under this Contract which would result in duplicate billing to different funding sources for the same service. Furthermore, the Contractor shall ensure that no subcontractor bills any other funding sources for services rendered under this Contract, which would result in duplicate billing to different funding sources for the same service.
- c. No Federal Match. The Contractor shall not use funds payable under this Contract as match toward federal funds.
- d. Supplanting. The Contractor shall use these funds to supplement, not supplant the amount of federal, state and local funds otherwise expended for services provided under this Contract.

**8. Recovery of Fees for Noncompliance**

In the event the Contractor bills for services provided and is paid fees for services that DSHS later finds were either (a) not delivered or (b) not delivered in accordance with applicable standards or the requirements of this Contract, DSHS shall have the right to recover the fees for those services from the Contractor, and the Contractor shall fully cooperate during the recovery process.

**9. Overpayments and Assertion of Lien**

In the event that DSHS establishes overpayments or erroneous payments made to the Contractor under this Contract, DSHS may secure repayment, plus interest, if any, through the filing of a lien against the Contractor's real property, or by requiring the posting of a bond, assignment of deposit, or some other form of security acceptable to DSHS, or by doing both.

**10. *Prohibition of Use of Funds for Lobbying Activities***

The Contractor shall not use funds payable under the Contract for lobbying activities of any nature. The Contractor certifies that no state or federal funds payable under this Contract shall be paid to any person to influence, or attempt to influence, either directly or indirectly, an officer or employee of any state or federal agency, or an officer or member of any state or federal legislative body or committee, regarding the award, amendment, modification, extension, or renewal of a state or federal contract or grant.

Any act by the Contractor in violation of this prohibition shall be grounds for termination of this Contract, at the sole discretion of DSHS, and shall subject Contractor to such monetary and other penalties as may be provided by law.

**11. Advance Payment and Billing Limitations.**

- a. DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.

- b. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract. If this Contract is terminated for any reason, DSHS shall pay only for services authorized and provided through the date of termination.
  - c. Failure to provide any or all of the services as specified in the Statement of Work and authorized by DSHS may result in nonpayment by DSHS.
  - d. Unless otherwise specified in this Contract, DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
  - e. The Contractor shall not bill DSHS for services performed under this contract, and DSHS shall not pay the Contractor, if the Contractor has charged or will charge the State of Washington or any other party under any other contract or agreement for the same services.
12. **Assignment.** The Contractor may not assign this Contract, or any rights or obligations contained in this Contract, to a third party.
13. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations.
14. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, with the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Contract, and shall return or certify the destruction of such information if requested in writing by DSHS.
15. **Contractor Certification Regarding Ethics.** The Contractor certifies that the Contractor is in compliance with Chapter 42.52 RCW, Ethics in Public Service, and shall comply with Chapter 42.52 RCW throughout the term of this Contract.
16. **Contractor Not an Employee of DSHS.** For purposes of this Contract, the Contractor acknowledges that the Contractor is an independent contractor and not an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not hold the Contractor or any of the Contractor's employees out as, nor claim status as, an officer, employee, or agent of DSHS or the State of Washington. The Contractor shall not claim for the Contractor or the Contractor's employees any rights, privileges, or benefits which would accrue to an employee of the State of Washington. The Contractor shall indemnify and hold DSHS harmless from all obligations to pay or withhold federal or state taxes or contributions on behalf of the Contractor or the Contractor's employees, unless otherwise specified in this Contract.

**17. Debarment Certification.** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. If requested by DSHS, the Contractor shall complete a Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion form. Any such form completed by the Contractor for this Contract shall be incorporated into this Contract by reference.

**18. Dispute Resolution.** Either party may submit a request for a resolution of a contract dispute. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party requesting resolution of a contract dispute shall submit a written statement identifying the issue(s) in dispute, and shall include the Contractor's name, address, and contract number. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue which is disputed:

DSHS/Children's Administration  
Attention: Contracts Management Unit  
P.O. Box 45710  
Olympia, WA 98504-5710

This dispute resolution process is the sole administrative remedy available under this Contract.

**19. Drug Free Work Place.** The Contractor certifies the Contractor will provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988 and implemented at 28 CFR Part 67, Subpart F for grantees, as defined at 28 CFR Part 67, Section 67.615 and 67.620.

**20. Execution, Amendment, and Waiver.** This Contract shall be binding on DSHS only upon signature by DSHS. This Contract, or any provision, may be altered, amended, or waived by a written amendment executed by both parties, except that only the Contracting Officer or the Contracting Officer's designee has authority to waive any provision of this Contract on behalf of DSHS.

**21. Governing Law and Venue.** The laws of the State of Washington shall govern this Contract. In the event of a lawsuit involving this Contract, venue shall be proper only in Thurston County, Washington.

**22. Indemnification and Hold Harmless.** The Contractor shall be responsible for and shall indemnify and hold DSHS harmless from all liability resulting from the acts or omissions of the Contractor and any Subcontractor.

**23. Inspection; Maintenance of Records.**

- a. During the term of this Contract and for one (1) year following termination or expiration of this Contract, the Contractor shall give reasonable access to the Contractor, Contractor's place of business, client records, and Contractor records to DSHS and to any other employee or agent of the State of Washington or the United States of America in order to monitor, audit, and

evaluate the Contractor's performance and compliance with applicable laws, regulations, and this Contract.

- b. During the term of this Contract and for six (6) years following termination or expiration of this Contract, the Contractor shall maintain records sufficient to:
  - (1) Document performance of all acts required by law, regulation, or this Contract;
  - (2) Substantiate the Contractor's statement of its organization's structure, tax status, capabilities, and performance; and
  - (3) Demonstrate accounting procedures, practices, and records, which sufficiently and properly document the Contractor's invoices to DSHS and all expenditures made by the Contractor to perform as required by this Contract.

- 24. **Nondiscrimination.** The Contractor shall comply with all applicable federal, state, and local nondiscrimination laws and regulations.
- 25. **Notice of Overpayment.** If the Contractor receives a Vendor Overpayment Notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding pursuant to RCW 43.20B.
- 26. **Obligation to Ensure Health and Safety of DSHS Clients.** The Contractor shall ensure the health and safety of any DSHS client for whom services are provided by the Contractor.
- 27. **Order of Precedence.** In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence, in the following order, to:
  - a. Applicable federal, state, and local law and regulations;
  - b. The terms and conditions of this Contract; and
  - c. Any Exhibit, document, or material incorporated by reference.
- 28. **Ownership of Material.** Materials created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Material which the Contractor uses to perform this Contract, but which is not created for or paid for by DSHS, is owned by the Contractor; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS.
- 29. **Severability; Conformity.** The provisions of this Contract are severable. If any provision of this Contract is held invalid by any court, that invalidity shall not

affect the other provisions of this Contract and the invalid provision shall be considered modified to conform to existing law.

- 30. Single Audit Act Compliance.** If the Contractor is a subrecipient of federal awards as defined by Office of Management and Budget (OMB) Circular A-133, the Contractor shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance titles and numbers, award names and numbers, award years, if awards are for research and development, as well as names of the federal agencies. The Contractor shall make the Contractor's records available for review or audit by officials of the federal awarding agency, the General Accounting Office, DSHS, and the Washington State Auditor's Office. The Contractor shall incorporate OMB Circular A-133 audit requirements into all contracts between the Contractor and its Subcontractors who are subrecipients. The Contractor shall comply with any future amendments to OMB Circular A-133 and any successor or replacement Circular or regulation.

If the Contractor is a subrecipient and expends \$300,000 or more in federal awards from any and/or all sources in any fiscal year beginning after June 30, 1996, the Contractor shall procure and pay for a single or program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall submit to the DSHS Contact named in this Contract the data collection form and reporting package specified in OMB Circular A-133, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.

- 31. Subcontracting.** Except as otherwise provided in this Contract, the Contractor may not subcontract any of the contracted services without the prior, written approval of DSHS. The Contractor shall be responsible for the acts and omissions of any Subcontractor.
- 32. Survivability.** The terms and conditions contained in this Contract that by their sense and context are intended to survive the expiration or termination of this Contract shall so survive. Surviving terms include but are not limited to: Confidentiality, Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination and Expiration Procedure, Treatment of Assets Purchased by Contractor, and Treatment of DSHS Assets.
- 33. Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Contract are withdrawn or reduced, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Contract by providing written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
- 34. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice. The Contractor may terminate this Contract for convenience by giving DSHS at least thirty (30) calendar days' written notice addressed to DSHS at the address listed on page 1 of this Contract.

- 35. Termination for Default.** The Contracting Officer may terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
- a. Failed to meet or maintain any requirement for contracting with DSHS;
  - b. Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
  - c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
  - d. Violated any applicable law or regulation.
  - e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.
- 36. Termination and Expiration Procedure.** The following provisions apply if this Contract is terminated or expires:
- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration. If the Contract is terminated, the Contractor shall comply with all instructions contained in the notice of termination.
  - b. The Contractor shall immediately deliver to the DSHS Contact named in this Contract, or to his or her successor, all DSHS assets (property) in the Contractor's possession, including any material created under this Contract. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation. The Contractor shall protect and preserve any property of DSHS that is in the possession of the Contractor.
  - c. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
  - d. The rights and remedies provided to DSHS in this paragraph are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential damages and incidental damages. The Contractor may request dispute resolution as provided in this Contract.
- 37. Treatment of Assets Purchased by Contractor.** Title to all assets (property) purchased or furnished by the Contractor is vested in the Contractor and DSHS waives all claim of ownership to such property.

- 38. Treatment of Client Assets.** Unless otherwise provided in this Contract, the Contractor shall ensure that any adult client receiving services from the Contractor under this Contract has unrestricted access to the client's personal property. The Contractor shall not interfere with any adult client's ownership, possession, or use of the client's personal property. The Contractor shall provide clients under age eighteen (18) with reasonable access to their personal property that is appropriate to the client's age, development, and needs. Upon termination of this Contract, the Contractor shall immediately release to the client and/or the client's guardian or custodian all of the client's personal property.
- 39. Treatment of DSHS Assets.** Title to all assets (property) purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. The Contractor shall protect, maintain, and insure all DSHS property in the Contractor's possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.
- 40. Waiver of Default.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default and shall not be construed to be a modification of the terms and conditions of this Contract.

***APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL***

## **SAMPLE CONTRACT: EXHIBIT A**

### **STATEMENT OF WORK**

#### **Parent Child Visitation**

The Contractor shall provide parent-child visits for children in the temporary custody of DSHS/CA for the purpose of reunification. Visits may occur with extended family members or others who are significant to the child as deemed appropriate by the DCFS Social Worker and approved by the Regional PCV Gatekeeper, or designee. The Contractor shall provide services as follows:

#### **1. Intent of Services**

The Contractor shall provide services in a manner that will:

- a. Reunify children and their families to promote permanent placement;
- b. Create an atmosphere and an environment that encourage the parent-child relationship; and
- c. Support and nurture the child.

#### **2. Service Requirements**

The Contractor shall ensure that:

- a. Services are scheduled at the convenience of the parent and child and are available during regular workday hours, evenings and weekends;
- b. Visitations are scheduled at times and locations agreeable to the parent, the out-of-home care provider, and the DCFS referring social worker;
- c. Consistency of services for the child is provided by the Contractor assigning a single staff to each child with an identified backup staff to provide assistance as necessary;
- d. Safe and neutral visitation sites are selected;
- e. On-going contact and communication with the DCFS referring social worker are maintained on a regular basis;
- f. Staff are available to testify at court hearings when requested in writing by DSHS and to attend meetings, staffings and child fatality reviews with DCFS staff, when requested in writing by DCFS. Contractor will be reimbursed for time spent in meetings and staffings, or when testifying in court, at the Contractor's hourly rate under this Contract.

#### **3. Provision Of Services**

The Contractor shall:

- a. Schedule Visits as follows:

- (1) Notify all parties when visitation services will begin;
  - (2) Develop a visitation appointment schedule and arrange for the meeting location;
  - (3) Complete the Parent Child Visitation (PCV) Request Form, in accordance with attached Exhibit C – Forms and Reports, and return it to the referring DCFS social worker upon arrangement of visits;
  - (4) Confirm the first scheduled visit with all parties, at least 24 hours in advance of the visit, and confirm any later scheduled visit if the client was a “no show” at the previous scheduled visit;
- b. Provide Transportation to Parent-Child Visits:
- (1) If transportation is requested by DSHS, the Contractor shall:
    - (a) Pick up the child at the child’s current residence or other agreed upon location;
    - (b) Obtain signature of the out-of-home care provider, parent, or CA approved adult (age 18 or older) at the time of pick-up;
    - (c) Transport the child to the scheduled visitation;
    - (d) Return the child to an agreed upon location;
    - (e) Obtain signature of the out-of-home care provider, parent, or CA approved adult (age 18 or older) at the time of return of the child;
  - (2) The Contractor shall ensure that transportation provided is safe and reliable and in conformance with state and federal safety laws. In particular, the Contractor shall ensure that transportation provided to children served under this Contract complies with the child passenger restraint requirements of RCW 46.61.687 effective July 1, 2002, also known as the Booster Seat Law. See following subsection, “Child Passenger Restraint Requirements.”

The Contractor shall also ensure that:

- (a) Drivers shall be age 21 or older; have a current Washington driver’s license that is valid for the classification of motor vehicle operated; have a good driving record; and have proof of liability insurance.
- (b) Driver and/or other staff accompanying clients in the motor vehicle shall have current first aid and CPR training.
- (c) Motor vehicle is maintained in safe operating condition.
- (d) Motor vehicle is equipped with appropriate safety devices and

individual seat belts or safety seats for each person to be used when the vehicle is in motion.

- (e) Children less than four years of age and/or less than 40 lbs. are restrained in a restraint system that complies with the child passenger restraint requirements of RCW 46.61.687 as stated below.
  - (f) Number of passengers does not exceed the seating capacity of the motor vehicle nor the number of seat belts or car seats it contains.
  - (g) Children are attended while walking to and from the vehicle.
- (3) Child Passenger Restraint Requirements: The Contractor shall at all times comply, and shall ensure that all employees, volunteers and subcontractors at all times comply, with the child passenger restraint requirements of RCW 46.61.687, effective as of July 1, 2002, when transporting children or providing transportation to children served under this Contract.
- (a) Children under 16 years. Whenever a child who is less than sixteen (16) years of age is being transported in a motor vehicle that is in operation and that is required by RCW 46.37.510 to be equipped with a safety belt system in a passenger seating position, the driver of the vehicle shall keep the child properly restrained per RCW 46.61.687 as follows:
    - Children under 1 year or less than 20 lbs. – Rear-facing infant seat  
If the child is *less than one (1) year* of age or weighs *less than twenty pounds (20 lbs.)*, the child shall be properly restrained in a rear-facing infant seat.
    - Children under 4 years or less than 40 lbs. – Forward facing child safety seat  
If the child is more than one year of age but *less than four (4) years* of age or weighs *less than forty pounds (40 lbs.)* but *at least twenty pounds (20 lbs.)*, the child shall be properly restrained in a forward facing child safety seat restraint system.
    - Children under 6 years or less than 60 lbs. – Child booster seat  
If the child is *less than six (6)* but *at least four years* of age or weighs *less than sixty pounds (60 lbs.)* but *at least forty pounds (40 lbs.)*, the child shall be properly restrained in a child booster seat.
    - Children 6 years and older or more than 60 lbs. – Safety belt or Booster seat  
If the child is *six (6) years* of age *or older* or weighs *more than sixty pounds (60 lbs.)*, the child shall be properly restrained with the motor vehicle's safety belt properly adjusted and fastened

around the child's body or an appropriately fitting booster seat.

- (b) Lap belt only available and child more than 40 lbs. The child passenger restraint requirements stated in a (1) through a (4) of the above subsection do not apply in any seating position where there is *only a lap belt available* and the child weighs *more than forty pounds (40 lbs.)*.
  - (c) Passenger side air bag – Back seat for child less than 6 years or less than 60 lbs. The driver of a vehicle transporting a child who is *under the age of six (6) years old* or weighs *less than sixty pounds (60 lbs.)*, when the vehicle is equipped with a *passenger side air bag* supplemental restraint system, and the air bag system is activated, *shall transport the child in the* back seat positions in the vehicle where it is practical to do so.
  - (d) Booster Seat. As used in this section "child booster seat" means a child passenger restraint system that meets the Federal Motor Vehicle Safety Standards set forth in 49 CFR 571.213 and that is designed to elevate a child to properly sit in a federally approved lap/shoulder belt system.
  - (e) Child Safety Seat Restraint System. As used in this section "child safety seat restraint system" means a child restraint system that meets the Federal Motor Vehicle Safety Standards set forth in 49 CFR 571.213 and that is secured in the vehicle in accordance with instructions of the manufacturer of the child restraint system.
- c. Provide Visits as requested by DSHS at one of three levels of supervision, as follows:
- (1) Supervised Visits – Direct Supervision (Highest level of supervision):
    - (a) The Contractor's staff shall be within sight and sound of the child and all parties to the visit at all times during the visit.
    - (b) The Contractor's staff shall situate himself or herself so he or she can hear all conversation and see everything that occurs during the visit.
    - (c) At no time shall the child be allowed to be in the presence of the parent without the Contractor's staff present.
    - (d) Any of the following actions by the parties to the visit shall be cause for immediate termination of the visit by the Contractor staff supervising the visit:
      - Attempting to distract the Contractor staff;
      - Leaving the area with the child;
      - Hampering or impairing the level of supervision in any other way.
    - (e) The Contractor's staff shall complete a Supervision Narrative with a

narrative report describing and documenting what occurred during each supervised visit and to and from the visit if transportation is also provided. The Contractor shall submit the narrative report to the referring DCFS social worker not later than 30 days after each visit.

(2) Monitored Visits – Indirect Supervision (Next/second highest level of supervision):

- (a) The Contractor's staff shall be on site during the parent-child visit and shall provide periodic observations approximately every 15 minutes during the visitation.
- (b) The Contractor's staff shall complete a Supervision Narrative with a narrative report describing and documenting what occurred during each monitored visit and to and from the visit if transportation is also provided. The Contractor shall submit the narrative report to the referring DCFS social worker not later than 30 days after each visit.

(3) Unsupervised Visits (Least restrictive level of supervision):

- (a) The Contractor's staff shall pick up and deliver the child to and from agreed upon locations for visits.
- (b) The Contractor's staff shall not be responsible for supervising or monitoring the visits.

#### **4. Reports**

The Contractor shall submit the following reports, as listed in attached Exhibit C – Forms and Reports, in a format prescribed by CA/DCFS and at the times stated below. Copies of all reports shall also be provided to the DCFS referring social worker.

- a. Parent Child Visitation (PCV) Request Form: Submit completed form prior to visits to the DCFS referring social worker upon arrangement of visits.
- b. Driver/Supervisor: Weekly Visitation and Transportation Billing Log: Submit with invoice within 5 business days in accordance with section of this Contract titled "Billing and Payment."
- c. Supervision Narrative with Narrative Report: Submit the narrative comments not later than 5 working days after each visit to the referring DCFS social worker.

In the event DSHS develops a standardized reporting format, the Contractor shall adopt and use that reporting format.

## **5. Referral Process**

- a. DCFS shall have sole responsibility for authorizing services. All authorizations must be initiated in writing by DCFS. DSHS will not pay for any services that are not authorized by DCFS.
- b. DCFS shall request services from the Contractor on an as needed basis. This Contract does not obligate DCFS to authorize services from the Contractor.
- c. All authorizations shall expire after 6 months from the date of authorization, or expire if a parent misses 3 confirmed visits, unless DSHS authorizes additional services. In the event services must continue after 6 months, the Contractor shall contact the DCFS referring social worker for a new authorization.
- d. DSHS reserves the right to disallow an individual staff of Contractor from providing services under this Contract if DSHS determines services is not being adequately performed by that individual staff.

## **6. Notifications**

- a. Missed Appointment. The Contractor shall notify the child's DCFS referring social worker in writing within 24 hours if a client misses a scheduled visit or requests to reschedule visits.
- b. Safety Concerns. If the Contractor has any safety concerns related to a missed visit, the Contractor shall immediately notify the child's assigned DCFS social worker by telephone, and shall follow up with written notification by fax to the DCFS social worker within 24 hours.
- c. Change of Address. The Contractor shall notify the referring DCFS social worker within five (5) working days when the Contractor learns a parent has a change of address.

## **7. Regional or Office Protocols**

- a. Upon request by an individual DCFS region or office served, the Contractor shall collaborate with the region or office to develop and adhere to a written local protocol for the day-to-day delivery of services and coordination with DCFS staff under this Contract. Such regional or office protocols shall be in accord with, and not conflict with, this Contract.
- b. Any local protocol shall address at a minimum:
  - (1) Referral process steps;
  - (2) Scheduling process (length, frequency and location of visits);
  - (3) Communication links (contact persons);
  - (4) Training collaboration, if any;
  - (5) Procedures for canceling and rescheduling visits;
  - (6) Report and feedback process;

- (7) Emergency procedures.
- c. Both parties shall maintain a copy of the written protocol.

## **8. Qualifications and Training Requirements**

- a. Qualifications. The Contractor shall ensure employees, subcontractors, and/or volunteers providing services under this Contract have the following minimum qualifications:
  - (1) High school diploma or GED.
  - (2) One (1) year experience caring for and/or supervising children.
  - (3) Knowledge in the areas of client safety assessment and planning, problem-solving and crisis intervention.
  - (4) Current certification in first aid and Cardiopulmonary Resuscitation (CPR).
- b. Training Requirements. The Contractor shall ensure employees, sub-contractors and/or volunteers complete, at a minimum, not less than twenty (20) hours overall of training on the following topics prior to providing services under this Contract. Training in a particular topic taken within five (5) years is acceptable for meeting this contract requirement, provided the particular training curriculum has not changed substantially from the time it was taken.
  - (1) Child Abuse and Neglect (CAN) Basics
  - (2) Orientation/Reporting
  - (3) Conflict Resolution or Problem Solving Skills
  - (4) Communication Skills
  - (5) Family Dynamics
  - (6) Substance Abuse
  - (7) Child Development
  - (8) Grief and Loss
  - (9) Behaviorally Specific Documentation
  - (10) Sexually transmitted diseases, including HIV
- c. Alternatively, Foster Parent SCOPE training within 5 years will satisfy this requirement. Regardless of how acquired, all training must be documented; and documentation of training must be maintained either in individual personnel files or in the Contractor's training files, cross-referenced to the individual employee or volunteer.
- d. DSHS Visitation Training. If DSHS should provide training on supervising or monitoring visitations, the Contractor shall ensure that Contractor staff attends such training.

## **SAMPLE CONTRACT: EXHIBIT B**

### **PROGRAM REQUIREMENTS**

#### **Parent Child Visitation**

The Contractor shall comply with the following Program Requirements in providing services under this Contract:

#### **1. HEALTH AND SAFETY OF DSHS CLIENTS**

In the delivery of services under this Contract, children's health and safety shall always be the first concern of the Contractor.

- a. Contractors are mandated reporters under Chapter 26.44.030 RCW. The Contractor shall immediately report all instances of suspected child abuse to 1) Child Protective Services (CPS) Intake and 2) the referring CA Social Worker. The verbal notification shall be followed by written notification within 72 hours.
- b. CPS Intake shall make the determination of whether the referral constitutes an allegation of Child Abuse or Neglect that shall be accepted for investigation, a possible licensing compliance issue, or a matter of "information only."
- c. If the Contractor determines that there are additional health and safety concerns, suspected substance abuse and/or other presenting problems, which were not stated in the CA referral to the Contractor, the Contractor shall immediately report this information to the referring CA Social Worker. The verbal notification shall be followed by written notification within 72 hours.

#### **2. MANDATED REPORTER TRAINING**

The Contractor shall obtain a copy of the "Making a CPS Referral: A Guide for Mandated Reporters" video from DSHS. The Contractor shall ensure that all current staff view this video within 30 days of the effective date of this contract and that all future employees view the video within two (2) weeks of initial employment. After viewing, each employee shall sign and date a statement acknowledging his or her duty to report child maltreatment and the Contractor shall retain the signed statement in the employee's personnel file.

#### **3. CORPORAL PUNISHMENT PROHIBITED**

Corporal punishment of children in the Department's care or custody is prohibited. The Contractor, and the Contractor's agents and employees shall not administer corporal punishment to children served under this Contract. As defined in this Contract, corporal punishment means any act that willfully inflicts or causes the infliction of physical pain on a child.

#### **4. BACKGROUND CHECKS**

This requirement applies only to employees, volunteers and subcontractors who may have unsupervised access to children. This requirement does not apply to licensed foster parents who are affiliated with the Contractor. Licensed foster parents are subject to the criminal history background provisions associated with obtaining and maintaining a current foster license.

- a. The Contractor shall ensure a criminal history background check pursuant to RCW 43.43.832, 43.43.834 and 74.15.030 and WAC 388-06 has been completed through DSHS for all current employees, volunteers and subcontractors, and that a criminal history background check shall be initiated for all prospective employees, volunteers and subcontractors, who may have unsupervised access to DSHS clients. Such persons shall not have unsupervised access to children in care until a satisfactory background check is completed and documentation qualifying the individual for unsupervised access is returned to the Contractor.
- b. In addition to a satisfactory background clearance through DSHS, the Contractor shall obtain a fingerprint background check from the FBI through DSHS for all prospective employees, volunteers, subcontractors and other persons who may have unsupervised access to DSHS clients if such persons have resided for less than three (3) years in the State of Washington. If the Contractor elects, pursuant to RCW 43.43.832 (7), to provisionally hire a person who has resided in this state for less than three years pending the results of the required FBI background check, the Contractor shall not permit that person to have unsupervised access to children who are served under this Contract or any other contract with Children's Administration until a satisfactory FBI background check is completed. If the FBI check disqualifies the applicant, RCW 43.43.832 requires DSHS to notify the Contractor that the provisional approval to hire is withdrawn and that the applicant may be terminated.

#### **5. CONFIDENTIALITY OF CLIENT INFORMATION**

The Contractor may use Personal Information and other information gained by reason of this Contract only for the purpose of this Contract. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, except with the prior written consent of the person to whom the Personal Information pertains. If that person is a minor, prior written consent shall be obtained from the minor's parent, legal representative or guardian. If a child is a dependent of Washington State then prior written consent shall be obtained from DSHS. The Contractor shall maintain the confidentiality of Personal Information and other information gained by reason of this Contract, and shall return or certify the destruction of such information if requested in writing by DSHS. Contractor agrees to comply with and, upon request of DSHS, to verify compliance with the provisions of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, (HIPAA) and applicable regulations contained in 45 CFR 160 and 164.

## **6. INTERPRETATION AND TRANSLATION**

- a. In accordance with DSHS policy, the Contractor shall provide Limited English Proficient (LEP) clients with certified or otherwise qualified interpreters and translated documents.
- b. In accordance with DSHS policy, the Contractor shall provide deaf, deaf-blind, or hard of hearing clients with the services of a certified sign language interpreter.
- c. Interpreter and translation services shall be provided at no cost to the client. All interpreter and translation costs shall be the financial responsibility of the Contractor. These costs are included in the contracted rate.
- d. Extraordinary costs, which create an undue hardship for the Contractor in providing interpretation and/or translation services to an individual client, may be reviewed and addressed for supplemental reimbursement by the DCFS Regional Administrator or designee on a case by case basis.

## **7. CULTURALLY RELEVANT SERVICES**

The Contractor shall provide appropriate, accessible, and culturally relevant services to clients and their families. Service delivery shall be culturally competent and responsive to each client's cultural beliefs and values, ethnic norms, language needs, and individual differences. Contractors are encouraged to employ a diverse workforce that reflects the diversity of their clientele and the community.

## **8. RECORDS**

The Contractor shall maintain the following records as documentation of compliance with the terms of this Contract:

### **a. Client Records**

- (1) Referral from Children's Administration;
- (2) Parent Child Visitation (PCV) Request(s);
- (3) Supervision Checklist(s) with narrative report;
- (4) Missed Appointment Report(s), if applicable.

### **b. Administrative Records**

The Contractor shall retain the following records:

- (1) Driver/Supervisor: Weekly Visitation and Transportation Billing Logs.
- (2) Fiscal records that shall substantiate costs charged to DSHS under this Contract.
- (3) Audits, license review, contract monitoring and corrective actions required, and action taken.
- (4) Annual Reports.
- (5) Protected group data:

(a) A list of current staff by position that addresses date of birth, sex, and identified protected group status, including race, Vietnam Era Veteran, Disabled Veteran, and person of disability.

(b) A list of all clients served that addresses date of birth, sex, and race.

*When collecting protected groups data, the Contractor shall inform staff and clients that (1) the furnishing of the information is entirely voluntary; (2) the refusal to furnish the data shall not have adverse effects.*

c. *Personnel Records*

The Contractor shall retain the following records on (1) all of Contractor's staff and employees, whether full-time or part-time, and (2) volunteers who may have contact with DSHS clients in performing duties or providing services under this Contract:

- (1) Criminal history background checks;
- (2) Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- (3) Employment and experience history;
- (4) Job description;
- (5) Annual performance evaluations;
- (6) Verification of training required under this Contract;
- (7) Hours worked and payment records;
- (8) Proof of valid driver's license and current automobile liability insurance, If staff or volunteer provides transportation to DCFS clients.

d. *Subcontractor Records*

The Contractor shall retain the following records on any subcontractor's staff and employees who may have contact with DSHS clients in performing duties or providing services under this Contract:

- (1) Criminal history background checks;
- (2) Documentation of academic history and credentials, as applicable;
- (3) Current license(s), registration(s), or certification(s) to practice in the state of Washington and/or in the state in which services are provided, as applicable;
- (4) Employment and experience history;
- (5) Job description;
- (6) Annual performance evaluations;
- (7) Verification of training required under this Contract;
- (8) Hours worked and payment records;

- (9) Proof of driver's license and automobile liability insurance, If staff or subcontractor provides transportation to DSHS clients.
- (10) Copy of each signed subcontract or other agreement for any subcontractors.

**9. AUDITING AND MONITORING**

- a. If the Contractor is required to have an audit or if an audit is performed, the Contractor shall forward a copy of the audit report to the DSHS Contact listed on page 1 of this Contract.
- b. If federal or state audit exceptions are made relating to this Contract, the Contractor must reimburse the amount of the audit exception, and any other costs including, but not limited to, audit fees, court costs, and penalty assessments.
- c. DSHS may schedule monitoring visits with the Contractor to evaluate performance of the program. The Contractor will provide at no further cost to DSHS reasonable access to all program-related records and materials, staff and/or subcontractor time.

**10. EVALUATION OF CONTRACTOR**

DSHS may evaluate the Contractor's performance. Areas of review, may include, but are not limited to, the following:

- a. General service provision documentation;
- b. Quality of reports;
- c. Effective collaborative efforts with CA and all parties involved with the child;
- d. Consumer satisfaction;
- e. Compliance with federal and state statutes.

**11. INSURANCE**

The Contractor shall, at all times during the term of this Contract, comply with the following insurance requirements:

**a. COMMERCIAL GENERAL LIABILITY INSURANCE (CGL)**

The Contractor shall maintain Commercial General Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract, including tort liability of another assumed in a business contract. The State of Washington, DSHS, its elected and appointed officials, agents, and employees shall be named as additional insureds.

**b. BUSINESS AUTO POLICY (BAP)**

The Contractor shall maintain Business Automobile Liability Insurance on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident. The Contractor's carrier shall provide DSHS with a waiver of subrogation to prevent the insurer from attempting to recover loss payments from DSHS if the Contractor caused the loss.

**c. PROFESSIONAL LIABILITY INSURANCE (PL)**

If the Contractor provides professional services, either directly or indirectly, the Contractor shall maintain Professional Liability Insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000.

**d. WORKER'S COMPENSATION**

The Contractor shall comply with all applicable worker's compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held responsible for claims filed by the Contractor or its employees under such laws and regulations.

**e. EMPLOYEES AND VOLUNTEERS**

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

**f. SUBCONTRACTORS**

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of coverage as required of the Contractor under the Contract.

**g. SEPARATION OF INSURED**

All insurance policies shall include coverage for cross liability and contain a "separation of insureds" provision.

**h. INSURERS**

The Contractor shall obtain insurance from insurance companies authorized to do business within the State of Washington, with a "Best's Reports" rating of A-, Class VII or better. The DSHS Office of Administrative Resources must approve any exception. Exceptions include placement with a "Surplus Lines" insurer or an insurer with a rating lower than A-, Class VII.

**i. EVIDENCE OF COVERAGE**

The Contractor shall submit Certificates of Insurance to DSHS for each coverage required of the Contractor under the Contract. The Contractor shall submit the Certificates of Coverage to the DSHS Risk Manager, Office of Administrative Resources, Post Office Box 45882, Olympia, Washington 98504-5882. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract shall execute each Certificate of Insurance. The Certificate of Insurance for each required policy shall reference the DSHS Contract Number for the Contract. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor has and maintains insurance as required by the Contract.

**j. MATERIAL CHANGES**

The insurer shall give DSHS Office of Administrative Resources 45 days advance notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance notice of cancellation.

**k. GENERAL**

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State. The Contractor waives all rights against the State of Washington and DSHS for the recovery of damages to the extent they are covered by insurance.

## **SAMPLE CONTRACT: EXHIBIT C**

### **REQUIRED FORMS**

1. Parent Child Visitation (PCV) Request and instructions which is attached to this Exhibit as Attachment 1
2. Driver/Supervisor: Weekly Visitation and Transportation Billing Log which is attached to this Exhibit as Attachment 2
3. Visitation Narrative Report as prescribed by the Regional PCV Gatekeeper or designee